

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

RMAIL LIMITED)	
)	
PLAINTIFF,)	
)	
V.)	CA NO. 2:10-CV-258
)	
AMAZON.COM, INC. a Delaware corporation,)	JURY
PAYPAL, INC., a Delaware Corporation, and)	
SOCIETY FOR WORLDWIDE INTERBANK)	
FINANCIAL TELECOMMUNICATION SCRL)	
D/B/A SWIFT, A BELGIAN LIMITED)	
LIABILITY COOPERATIVE COMPANY,)	
)	
DEFENDANTS.)	

COMPLAINT FOR PATENT INFRINGEMENT

Plaintiff complains of the defendants, Amazon.com, Inc., PayPal, Inc., and SWIFT as follows:

NATURE OF LAWSUIT & SUBJECT MATTER JURISDICTION

1. This is a claim for patent infringement arising under the patent laws of the United States. Title 28 of the United States Code, Section 1338(a) gives this Court exclusive subject matter jurisdiction over this Complaint.

PARTIES AND PATENTS

2. Rmail Limited ("Rmail") is a corporation organized under the laws of the Nation of Bermuda.

3. Rmail is the owner of and has standing to sue for infringement of United States Patent Nos. 6,182,219 (the '219 Patent) and 6,571,334 (the '334 Patent).

4. Defendant Amazon.com, Inc. ("Amazon") is an online retailer. It is a Delaware

corporation headquartered at 1200 12th Avenue South, Seattle, Washington. Amazon has committed acts of infringement in this judicial district and does regular business in this judicial district, including providing the technologies accused of infringement in this judicial district.

5. This Court has personal jurisdiction over Amazon by virtue of its tortious acts of patent infringement that have been committed in this judicial district and by virtue of Amazon's transaction of business in this district.

6. PayPal, Inc. ("PayPal") is one of the world's largest online payment processing service companies. It is a Delaware corporation headquartered at 2211 North First Street in San Jose, California. PayPal has committed acts of infringement in this judicial district and does regular business in this judicial district, including providing the technologies accused of infringement in this judicial district.

7. This Court has personal jurisdiction over PayPal by virtue of its tortious acts of patent infringement that have been committed in this judicial district and by virtue of PayPal's transaction of business in this district.

8. Society for Worldwide Interbank Financial Telecommunication SCRL d/b/a SWIFT ("SWIFT") is a Belgian member-owned cooperative and multinational messaging service and software interface company in the financial industry. It does business under the name/acronym SWIFT. Its headquarters are in La Hulpe, Belgium and has offices and data centers in New York. SWIFT has committed acts of infringement in this judicial district and does regular business in this judicial district, including providing the technologies accused of infringement in this judicial district.

9. This Court has personal jurisdiction over SWIFT by virtue of its tortious acts of patent infringement, which have been committed in this judicial district and by virtue of

SWIFT's transaction of business in this district.

VENUE

10. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(c)-(d) and 1400(b). Upon information and belief, third-party witnesses who are likely to have relevant knowledge regarding the state of the art or prior art with respect to the patents-in-suit are located throughout the United States, including Texas. Witness locations may include Katonah, NY; Lexington, MA; Vorhees, NJ; Naples, FL; Fairfield, CT; Stratford, CT; New York, NY; Morristown, NJ; Platteville, CO; Boulder, CO; Alexandria, VA; Plano, TX; Dallas, TX; Danbury, CT; New Milford, CT; Hartford, CT; Princeton, NJ; Lake Oswego, OR; Mountain View, CA; Stanford, CA; Cupertino, CA; Gibson Island, MD; Ellicott City, MD; Sykesville, MD; Baltimore, MD; Fremont, CA; Ridgefield, CT; Oak Park, IL; and Stramford, CT.

AMAZON'S ACTS OF PATENT INFRINGEMENT

11. Amazon has infringed at least claims 30-32, 34, 36-47, 51, 53-55, 59-63, 66-67, 70-73, 75, 78, and 80-81 of the '219 Patent through, among other activities, the manufacture, use, importation, sale and/or offer for sale of its Amazon Instant Order Processing Notification API, and its infringement may include additional products, services and technologies (to be determined in discovery) marketed or used by Amazon. On information and belief, Amazon has also knowingly and intentionally induced others to infringe (such as its customers, users and/or business partners in this judicial district and throughout the United States) by willfully and intentionally aiding, assisting and encouraging their infringement. On information and belief, Amazon has also knowingly contributed to customer infringement, within the meaning of 35 U.S.C. § 271(c).

12. Amazon's infringement has injured Rmail and Rmail is entitled to recover

damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty.

PAYPAL'S ACTS OF PATENT INFRINGEMENT

13. PayPal has infringed at least claims 30-32, 34, 36-47, 51, 53-55, 59-63, 66-67, 70-73, 75, 78 and 80-82 of the '219 patent, and claims 1-6, 9, 11-13, 15, 35-40, 45-47 and 49-50 of the '334 patent, through, among other activities, the manufacture, use, importation, sale and/or offer for sale of its Instant Payment Notification, and its infringement may include additional products, services and technologies (to be determined in discovery) marketed or used by PayPal. On information and belief, PayPal has also knowingly and intentionally induced others to infringe (such as its customers, users and/or business partners in this judicial district and throughout the United States) by willfully and intentionally aiding, assisting and encouraging their infringement. On information and belief, PayPal has also knowingly contributed to customer infringement, within the meaning of 35 U.S.C. § 271(c).

14. PayPal's infringement has injured Rmail and Rmail is entitled to recover damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty.

SWIFT'S ACTS OF PATENT INFRINGEMENT

15. SWIFT has infringed at least claims 30-32, 34, 36-47, 51, 53-55, 59-63, 66-67, 70-73, 75, 78, and 80-81 of the '219 Patent through, among other activities, the manufacture, use, importation, sale and/or offer for sale of its FIN messaging services, and its infringement may include additional products, services and technologies (to be determined in discovery) marketed or used by SWIFT. On information and belief, SWIFT has also knowingly and intentionally induced others to infringe (such as its customers, users and/or business partners in this judicial district and throughout the United States) by willfully and intentionally aiding, assisting and

encouraging their infringement. On information and belief, SWIFT has also knowingly contributed to customer infringement, within the meaning of 35 U.S.C. § 271(c).

16. SWIFT's infringement has injured Rmail and Rmail is entitled to recover damages adequate to compensate it for such infringement, but in no event less than a reasonable royalty.

RELIEF SOUGHT

Plaintiff Rmail asks this Court to enter judgment against Amazon, PayPal, and SWIFT and against their respective subsidiaries, affiliates, agents, servants, employees and all persons in active concert or participation with them, granting the following relief:

- A. An award of damages adequate to compensate Rmail for the infringement that has occurred, together with prejudgment interest from the date infringement of the Rmail patents began;
- B. An award to Rmail of all remedies available under 35 U.S.C. § 284;
- C. An award to Rmail of all remedies available under 35 U.S.C. § 285;
- D. A permanent injunction prohibiting further infringement, inducement and contributory infringement of the '219 and '334 patents; and,
- E. Such other and further relief as this Court or a jury may deem proper and just.

Respectfully submitted,



Michael C. Smith
Siebman, Burg, Phillips & Smith, LLP
113 East Austin St.
P.O. Box 1556
Marshall, Texas 75671-1556
Phone: (903) 938-8900
Fax: (903) 472-4301
michaelsmith@siebman.com

OF COUNSEL:

Robert P. Greenspoon (IL State Bar No. 6229357)
Flachsbart & Greenspoon, LLC
333 North Michigan Ave. – Suite 2700
Chicago, Illinois 60601
(312) 551-9500 (ph)
(312) 551-9510 (fax)
rpg@fg-law.com